

## GROUNDWATER WELL AGREEMENT

PUMP OWNER: \_\_\_\_\_ PHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PUMP(S) LOCATION: \_\_\_\_\_

This is an agreement between Byron Bethany Irrigation District ("BBID" or "District") and the above-named Pump Owner ("Owner") for the purchase of groundwater, as a supplemental water supply, within the boundaries of the District during the 2015 irrigation season, beginning on \_\_\_\_\_ 2015, ending October 31, 2015 or earlier at the option of BBID.

1. PURPOSE OF AGREEMENT:

- A. WHEREAS, on April 1, 2015, the Governor of the State of California declared that California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and
- B. WHEREAS, the Governor further declared that severe drought conditions continue to present urgent challenges including diminished water for agricultural production, and that new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; that the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and
- C. WHEREAS, the Governor further declared that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope and that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought; and
- D. WHEREAS, in declaring a water shortage emergency and taking other remedial actions, BBID acknowledged the Governor's declared state of emergency by curtailing demands within its service area and seeking additional sources of supply; and

2. INSPECTION OF WELL:

Before this agreement becomes effective, the Owner shall install a District-approved metering device. The pump shall be inspected, while in operation, by District staff and determined to be in satisfactory operating condition. Any work or repairs needed to place the pump in good operating condition shall be performed at the Owner's expense and in a timely manner so as to be ready for use as early in the irrigation season as possible. The District has the right to accept or refuse the use of any well based upon its ability to serve the needs of the District.

3. TERMS:

The District shall pay the Owner at the rate of \$\_\_\_\_ per acre-foot. The District will be responsible for determining the quantity of water pumped pursuant to this agreement. Monthly payments for water made available will be made by the District. The need and time for pumping will be determined by the District. Any changes in pumping will be directed only by the General Manager or designee. Operation of the pump for purposes of this agreement shall be done by the Owner at the District's request. In addition, the District will reimburse, monthly, Owner's cost associated with engine generator rental.

4. EFFECTIVE DATE:

Provided that the pump has been inspected and previously approved by the District, this agreement shall become effective on \_\_\_\_\_ 2015 and will terminate on the last day of the 2015 irrigation season, unless otherwise determined by the District.

5. QUALITY:

The Owner shall be responsible for water quality testing as required by the District.

6. RESERVATION OF RIGHTS:

Other than for the purposes of meeting the pumping requirements of this agreement, the Owner retains all rights to the groundwater and the pumping capacity of this well as they exist on the day this agreement is signed. This agreement is for one irrigation season only and shall in no way affect or change the rights of the Owner or the District.

Owner and the District, will mutually agree on any presence of draw-down condition that might endanger the present or future operation of the well. If such a condition is shown to exist, the pump may be shut off.

7. ARBITRATION:

Any dispute arising out of this agreement will be settled through arbitration by a neutral person agreeable to both parties

8. HOLD HARMLESS:

The Owner and District agrees to hold the other, its agents, officers, employees and directors harmless from any and all claims of any kind arising directly or indirectly from this agreement.

SIGNED: \_\_\_\_\_  
Byron Bethany Irrigation District

Date: \_\_\_\_\_

SIGNED: \_\_\_\_\_

Date: \_\_\_\_\_